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GTT AMERICAS, LLC and GC
7 PIVOTAL LLC dba GLOBAL CAPACITY

8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10
11 LESLIE WILLIAMS, an individual,

12 Plaintiff,

13 v.

14 GTT AMERICAS, LLC, a Delaware
limited liability company; GC
15 PIVOTAL LLC doing business as
GLOBAL CAPACITY, a Delaware
16 limited liability company; and DOES 1
through 10, inclusive,

17 Defendants.
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Case No. 5:18-cv-01565-JAK-KKx

STIPULATED PROTECTIVE ORDER

Complaint Filed: July 24, 2018

Trial Date: None

District Judge: Hon. John A. Kronstadt,
Courtroom 10B of the
First Street Courthouse

Magistrate Judge: Hon. Kenly Kiya Kato
Courtroom 3 or 4,
Riverside

Case No. 5:18-cv-01565-JAK-KKx

STIPULATED PROTECTIVE ORDER

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1 Violation of Public Policy.

2 b. Based on the nature of this case, the allegations asserted by Plaintiff,
3 and the discovery requests anticipated in this action, the parties reasonably anticipate
4 that documents, materials, and other information to be exchanged in discovery may
5 reveal private, confidential, and/or proprietary information of Defendants' business
6 policies and practices and private and/or confidential information about Plaintiff's
7 health and medical condition(s). Such materials, to the extent they are discoverable
8 in this action, could reveal confidential information concerning: Defendants'
9 employment practices, Defendants' business operations, Defendants' services,
10 Defendants' finances, Defendants' clients, Defendants' employees, Plaintiff's health
11 and medical condition(s) and information otherwise generally unavailable to the
12 public, or which may be privileged or otherwise protected from disclosure under
13 state or federal statutes, court rules, case decisions, or common law.

14 c. Due to the nature of the information described herein, Defendants'
15 business interests may suffer harm if such information is disclosed publicly, and
16 Plaintiff may also suffer harm from public disclosure of his private and confidential
17 medical records. Potential harm that may result from the public disclosure of such
18 information may include, but is not limited to, economic losses, loss of competitive
19 advantages, and diminution of good-will. Accordingly, to expedite the flow of
20 information, to facilitate the prompt resolution of disputes over confidentiality of
21 discovery materials, to adequately protect information the parties are entitled to keep
22 confidential, to ensure that the parties are permitted reasonable necessary uses of
23 such material in preparation for and in the conduct of trial, to address their handling
24 at the end of the litigation, and serve the ends of justice, a protective order for such
25 information is justified in this matter. It is the intent of the parties that information
26 will not be designated as confidential for tactical reasons and that nothing be so
27 designated without a good faith belief that it has been maintained in a confidential,
28 non-public manner, and there is good cause why it should not be part of the public

1 record of this case.

2 3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

3 The parties further acknowledge, as set forth in Section 14.3, below, that this
4 Stipulated Protective Order does not entitle them to file confidential information
5 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and
6 the standards that will be applied when a party seeks permission from the court to
7 file material under seal. There is a strong presumption that the public has a right of
8 access to judicial proceedings and records in civil cases. In connection with non-
9 dispositive motions, good cause must be shown to support a filing under seal. See
10 Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006),
11 Phillips v. Gen. Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-
12 Welbon v. Sony Electronics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even
13 stipulated protective orders require good cause showing), and a specific showing of
14 good cause or compelling reasons with proper evidentiary support and legal
15 justification, must be made with respect to Protected Material that a party seeks to
16 file under seal. The parties' mere designation of Disclosure or Discovery Material as
17 CONFIDENTIAL does not— without the submission of competent evidence by
18 declaration, establishing that the material sought to be filed under seal qualifies as
19 confidential, privileged, or otherwise protectable—constitute good cause.

20 Further, if a party requests sealing related to a dispositive motion or trial, then
21 compelling reasons, not only good cause, for the sealing must be shown, and the
22 relief sought shall be narrowly tailored to serve the specific interest to be protected.
23 See Pintos v. Pacific Creditors Ass'n., 605 F.3d 665, 677-79 (9th Cir. 2010). For each
24 item or type of information, document, or thing sought to be filed or introduced under
25 seal, the party seeking protection must articulate compelling reasons, supported by
26 specific facts and legal justification, for the requested sealing order. Again, competent
27 evidence supporting the application to file documents under seal must be provided by
28 declaration.

Any document that is not confidential, privileged, or otherwise protectable in its entirety will not be filed under seal if the confidential portions can be redacted. If documents can be redacted, then a redacted version for public viewing, omitting only the confidential, privileged, or otherwise protectable portions of the document, shall be filed. Any application that seeks to file documents under seal in their entirety should include an explanation of why redaction is not feasible.

4. DEFINITIONS

4.1. Action: this pending federal lawsuit titled *Leslie Williams v. GTT Americas, LLC, et al.*, Case No. 5:18-cv-01565-JAK-KKw, now pending in the Central District of California

4.2. Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

4.3. “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

4.4. Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

4.5. Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

4.6. Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

4.7. Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

4.8. House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

4.9. Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this Action.

4.10. Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

4.11. Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

4.12. Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

4.13. Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

4.14. Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

4.15. Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

5. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

6. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

7. DESIGNATING PROTECTED MATERIAL

7.1. Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items or oral or written communications that qualify so that other portions of the material, documents, items or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

1 7.2. Manner and Timing of Designations. Except as otherwise provided in
2 this Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material
3 that qualifies for protection under this Order must be clearly so designated before the
4 material is disclosed or produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic documents,
7 but excluding transcripts of depositions or other pretrial or trial proceedings), that
8 the Producing Party affix at a minimum, the legend “CONFIDENTIAL”
9 (hereinafter “CONFIDENTIAL legend”), to each page that contains protected
10 material. If only a portion of the material on a page qualifies for protection, the
11 Producing Party also must clearly identify the protected portion(s) (e.g., by making
12 appropriate markings in the margins).

13 A Party or Non-Party that makes original documents available for inspection
14 need not designate them for protection until after the inspecting Party has indicated
15 which documents it would like copied and produced. During the inspection and
16 before the designation, all of the material made available for inspection shall be
17 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
18 it wants copied and produced, the Producing Party must determine which documents,
19 or portions thereof, qualify for protection under this Order. Then, before producing
20 the specified documents, the Producing Party must affix the “CONFIDENTIAL
21 legend” to each page that contains Protected Material. If only a portion of the material
22 on a page qualifies for protection, the Producing Party also must clearly identify the
23 protected portion(s) (e.g., by making appropriate markings in the margins).

24 (b) for testimony given in depositions that the Designating Party identifies
25 the Disclosure or Discovery Material on the record, before the close of the deposition
26 all protected testimony.

27 (c) for information produced in some form other than documentary and for
28 any other tangible items, that the Producing Party affix in a prominent place on the

1 exterior of the container or containers in which the information is stored the legend
2 “CONFIDENTIAL.” If only a portion or portions of the information warrants
3 protection, the Producing Party, to the extent practicable, shall identify the protected
4 portion(s).

5 7.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent
6 failure to designate qualified information or items does not, standing alone, waive
7 the Designating Party’s right to secure protection under this Order for such material.
8 Upon timely correction of a designation, the Receiving Party must make reasonable
9 efforts to assure that the material is treated in accordance with the provisions of this
10 Order.

11 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 8.1. Timing of Challenges. Any Party or Non-Party may challenge a
13 designation of confidentiality at any time that is consistent with the Court’s
14 Scheduling Order.

15 8.2 Meet and Confer. The Challenging Party shall initiate the dispute
16 resolution process under Local Rule 37-1 et seq.

17 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
18 joint stipulation pursuant to Local Rule 37-2.

19 8.4 The Burden of Persuasion. The burden of persuasion in any such
20 challenge proceeding shall be on the Designating Party. Frivolous challenges, and
21 those made for an improper purpose (e.g., to harass or impose unnecessary expenses
22 and burdens on other parties) may expose the Challenging Party to sanctions. Unless
23 the Designating Party has waived or withdrawn the confidentiality designation, all
24 parties shall continue to afford the material in question the level of protection to
25 which it is entitled under the Producing Party’s designation until the Court rules on
26 the challenge.

27 9. ACCESS TO AND USE OF PROTECTED MATERIAL

28 9.1. Basic Principles. A Receiving Party may use Protected Material that is disclosed or

1 produced by another Party or by a Non-Party in connection with this Action only for
2 prosecuting, defending or attempting to settle this Action. Such Protected Material
3 may be disclosed only to the categories of persons and under the conditions
4 described in this Order. When the Action has been terminated, a Receiving Party
5 must comply with the provisions of section 15 below (FINAL DISPOSITION).

6 Protected Material must be stored and maintained by a Receiving Party at a
7 location and in a secure manner that ensures that access is limited to the persons
8 authorized under this Order.

9 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
10 otherwise ordered by the court or permitted in writing by the Designating Party, a
11 Receiving Party may disclose any information or item designated
12 “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
14 as employees of said Outside Counsel of Record to whom it is reasonably necessary
15 to disclose the information for this Action;

16 (b) the officers, directors, and employees (including House Counsel) of the
17 Receiving Party to whom disclosure is reasonably necessary for this Action;

18 (c) Experts (as defined in this Order) of the Receiving Party to whom
19 disclosure is reasonably necessary for this Action and who have signed the
20 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (d) the court and its personnel;

22 (e) court reporters and their staff;

23 (f) professional jury or trial consultants, mock jurors, and Professional
24 Vendors to whom disclosure is reasonably necessary for this Action and who have
25 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (g) the author or recipient of a document containing the information or a
27 custodian or other person who otherwise possessed or knew the information.

28 (h) during their depositions, witnesses, and attorneys for witnesses, in the

1 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
2 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
3 not be permitted to keep any confidential information unless they sign the
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
5 agreed by the Designating Party or ordered by the court. Pages of transcribed
6 deposition testimony or exhibits to depositions that reveal Protected Material may be
7 separately bound by the court reporter and may not be disclosed to anyone except as
8 permitted under this Stipulated Protective Order; and

9 (i) any mediators or settlement officers and their supporting personnel,
10 mutually agreed upon by any of the parties engaged in settlement discussions.

11 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED
12 PRODUCED IN OTHER LITIGATION

13 If a Party is served with a subpoena or a court order issued in other litigation
14 that compels disclosure of any information or items designated in this Action as
15 “CONFIDENTIAL,” that Party must:

16 (a) promptly notify in writing the Designating Party. Such
17 notification shall include a copy of the subpoena or court order;

18 (b) promptly notify in writing the party who caused the subpoena or
19 order to issue in the other litigation that some or all of the material covered by the
20 subpoena or order is subject to this Protective Order. Such notification shall include a
21 copy of this Stipulated Protective Order; and

22 (c) cooperate with respect to all reasonable procedures sought to be
23 pursued by the Designating Party whose Protected Material may be affected. If the
24 Designating Party timely seeks a protective order, the Party served with the subpoena
25 or court order shall not produce any information designated in this action as
26 “CONFIDENTIAL” before a determination by the court from which the subpoena or
27 order issued, unless the Party has obtained the Designating Party’s permission. The
28 Designating Party shall bear the burden and expense of seeking protection in that

1 court of its confidential material and nothing in these provisions should be construed
2 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
3 directive from another court.

4 11. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
5 PRODUCED IN THIS LITIGATION

6 (a) The terms of this Order are applicable to information produced by
7 a Non-Party in this Action and designated as "CONFIDENTIAL." Such information
8 produced by Non-Parties in connection with this litigation is protected by the
9 remedies and relief provided by this Order. Nothing in these provisions should be
10 construed as prohibiting a Non-Party from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery request,
12 to produce a Non-Party's confidential information in its possession, and the Party is
13 subject to an agreement with the Non-Party not to produce the Non-Party's
14 confidential information, then the Party shall:

15 (1) promptly notify in writing the Requesting Party and the
16 Non-Party that some or all of the information requested is subject to a confidentiality
17 agreement with a Non-Party;

18 (2) promptly provide the Non-Party with a copy of the
19 Stipulated Protective Order in this litigation, the relevant discovery request(s), and a
20 reasonably specific description of the information requested; and

21 (3) make the information requested available for inspection by
22 the Non-Party, if requested.

23 (c) If the Non-Party fails to seek a protective order from this court
24 within 14 days of receiving the notice and accompanying information, the Receiving
25 Party may produce the Non-Party's confidential information responsive to the
26 discovery request. If the Non-Party timely seeks a protective order, the Receiving
27 Party shall not produce any information in its possession or control that is subject to
28 the confidentiality agreement with the Non-Party before a determination by the

1 court. Absent a court order to the contrary, the Non-Party shall bear the burden and
2 expense of seeking protection in this court of its Protected Material.

3 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
5 Protected Material to any person or in any circumstance not authorized under this
6 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
7 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
8 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
9 persons to whom unauthorized disclosures were made of all the terms of this Order,
10 and (d) request such person or persons to execute the “Acknowledgment and
11 Agreement to Be Bound” that is attached hereto as Exhibit A.

12 13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
13 PROTECTED MATERIAL

14 When a Producing Party gives notice to Receiving Parties that certain
15 inadvertently produced material is subject to a claim of privilege or other protection,
16 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
17 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
18 may be established in an e-discovery order that provides for production without prior
19 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
20 parties reach an agreement on the effect of disclosure of a communication or
21 information covered by the attorney-client privilege or work product protection, the
22 parties may incorporate their agreement in the stipulated protective order submitted
23 to the court.

24 14. MISCELLANEOUS

25 14.1. Right to Further Relief. Nothing in this Order abridges the right of any
26 person to seek its modification by the court in the future.

27 14.2. Right to Assert Other Objections. By stipulating to the entry of this
28 Protective Order no Party waives any right it otherwise would have to object to

disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

14.3. Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Local Civil Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

15. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 6, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 6 (DURATION).

1 16. VIOLATION

2 Any violation of this Order may be punished by appropriate measures
3 including, without limitation, contempt proceedings and/or monetary sanctions.
4

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6 Dated: April_1, 2019

RISE LAW FIRM, PC

7
8 By: /S/ Nehemiah H. Choi
ELIOT J. RUSHOVICH
LISA M. WATANABE-PEAGLER
9 NEHEMIAH H. CHOI

10 Attorneys for Plaintiff LESLIE
11 WILLIAMS

12 Dated: April_1, 2019

13 OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.

14
15
16 By: /S/ Julia A. Luster
17 LAURA D. HECKATHORN
JULIA A. LUSTER

18 Attorneys for Defendant GTT
19 AMERICAS, LLC and GC PIVOTAL
20 LLC d/b/a GLOBAL CAPACITY

21 ELECTRONIC SIGNATURE ATTESTATION

22 I, Julia A. Luster, hereby attest that the other signatories listed, and on whose behalf
23 the filing is submitted, concur in the filing's content and have authorized the filing
24 by a conformed signature (/S/) within this e-filed document.
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[PROPOSED] ORDER

GOOD CAUSE APPEARING, the Court hereby approves this
Stipulation and Protective Order.

IT IS SO ORDERED

DATED: April 2, 2019



Hon. Kenly Kiya Kato
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury
5 that I have read in its entirety and understand the Stipulated Protective Order that
6 was issued by the United States District Court for the Central District of California
7 on [date] in the case of *Leslie Williams v. GTT Americas, LLC, et al.*, Case No. 5:18-
8 cv-01565-JAK-KKw. I agree to comply with and to be bound by all the terms of this
9 Stipulated Protective Order and I understand and acknowledge that failure to so
10 comply could expose me to sanctions and punishment in the nature of contempt. I
11 solemnly promise that I will not disclose in any manner any information or item that
12 is subject to this Stipulated Protective Order to any person or entity except in strict
13 compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court
15 for the Central District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this Action.

18 I hereby appoint _____ [print or type full name] of
19 _____ [print or type full address and
20 **telephone number**] as my California agent for service of process in connection with
21 this Action or any proceedings related to enforcement of this Stipulated Protective
22 Order.

23 Date: _____

24 City and State
25 where sworn and signed: _____

26 Printed name: _____

27 Signature: _____
28

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